

EXHIBIT A

EXHIBIT A

COPY

1 COMP

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FILED

APR 15 2 22 PM '09

E. H. E.

CLERK OF CLARK CO.

5 Leon Greenberg, NSB 8094
 A Professional Corporation
 6 633 South 4th Street - Suite 4
 Las Vegas, Nevada 89101
 7 Telephone (702) 383-6085

8 Attorneys for Plaintiffs

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

11 RICK BRUNTON and MICHAEL LEBER)
 individually and on behalf of)
 12 all others similarly situated,)

Case No.: A 5 8 7 8 4 4

Dept. No.: VII

13 Plaintiffs,)

14 v.)
 15 STARPOINT RESORT GROUP, INC.)
 and GEOHOLIDAY DEVELOPMENT,)
 16 LLC, and "John Does", name)
 fictitious, actual name and)
 17 number unknown,)

ARBITRATION EXEMPTION
 CLAIMED BECAUSE THIS IS A
 CLASS ACTION CASE

18 Defendants.)

19)
 20)
 21)
 22)

CLASS ACTION COMPLAINT FOR
 VIOLATION OF STATE AND FEDERAL LABOR LAWS

23 Now comes Plaintiffs, for themselves and all others similarly
 24 situated, and allege the following upon personal knowledge as to
 25 themselves and their own acts, and upon information and belief as
 26 to all other matters:
 27

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1 JURISDICTION AND VENUE
2

3 1. This Court has jurisdiction pursuant to Section 16(b) of
4 the Fair Labor Standards Act, 29 U.S.C. §216(b), which provides,
5 "An action to recover the liability prescribed in either of the
6 preceding sentences may be maintained against any employer...in any
7 federal or state court of competent jurisdiction by any one or
8 more employees for and in behalf of himself or themselves and
9 other employees similarly situated." Consent to sue forms have
been or are being filed with this Court.

10 2. Venue is proper in the District Court of Nevada, Eighth
11 Judicial District, because defendants conduct business in Clark
12 County Nevada, Plaintiffs reside in Clark County, Nevada,
13 Plaintiffs worked for defendant in Las Vegas, and many of the acts
14 complained of herein happened in or around Las Vegas.

15 **BACKGROUND AND PARTIES**

16 3. Plaintiffs RICK BRUNTON and MICHAEL LEBER, (the
17 "individual plaintiffs"), on behalf of themselves and all others
18 similarly situated (collectively "Plaintiffs"), by their undersigned
19 attorneys, bring this action against defendants STARPOINT RESORT
20 GROUP, INC. and GEOHOLIDAY DEVELOPMENT, LLC, (the "named
21 defendants") and "John Does", name fictitious, actual name and
22 number unknown.

23 4. The defendants "John Doe" entities 1 to 25 are named
24 fictitiously and their exact legal names and the number of such
25 defendants are unknown (the "John Doe Defendants"). Such
26 defendants are legal entities or natural persons that are, for the
27 purposes of this litigation, joint employers of the plaintiffs along
28

1 with STARPOINT RESORT GROUP, INC. and GEOHOLIDAY DEVELOPMENT, LLC.
2 and are alleged to be liable to the plaintiff in the same fashion as
3 the identified defendants, and such "John Doe" defendants shall be
4 precisely identified and named in this case at a later date when
5 sufficient information as to the same becomes available to the
6 plaintiffs.

7 5. The identified defendants are corporations or other
8 business entities that are formed pursuant to the laws of the State
9 of Nevada or another jurisdiction and are currently conducting
10 business in the State of Nevada.

11 6. The defendants are engaged in the sale, creation,
12 development and management of timeshare properties in Nevada, Utah
13 and Washington State.

14 7. The defendants derive over \$10 million per year of revenue
15 from the developing, marketing, management and sales of fractional
16 interests in "time-share" condominiums and resorts.

17 8. Less than fifty (50) percent of the defendants' dollar
18 volume of sales is made within any one state in which any of its
19 establishments are located, such that the defendants are not
20 primarily engaged in selling to or serving customers within this or
21 any other single State.

22 9. The individual plaintiffs were employed as salespersons in
23 the defendants Las Vegas, Nevada time share sales business during
24 the three years immediately preceding the filing of this lawsuit.
25 The defendants paid the individual plaintiffs and all other sales
26 persons on a commission-only basis.

27 10. Upon information and belief, the defendants employed
28

1 hundreds of such inside sales persons within the United States on a
2 commission only basis within the last three years.

3 11. The individual plaintiffs seek certification of this case
4 as a collective action of all salespersons who worked for the
5 defendants within the last three (3) years immediately preceding
6 September 11, 2008, pursuant to 29 U.S.C. §216(b) and the prior
7 agreement of the parties.

8 **FACTUAL ALLEGATIONS**

9 12. The defendants employ salespersons like the individual
10 plaintiffs who either work on defendants' premises selling time
11 share (fractional real estate) interests or getting prospective
12 customers to take tours (participate in sales presentations) of time
13 share properties, all such salespersons being paid solely or
14 partially on a commission basis.

15 13. The defendants' various nominally separate legal entities
16 are, for the purposes of the Fair Labor Standards Act and the other
17 claims made herein, a common or joint enterprise or partnership that
18 is collectively, jointly and severally liable to all of the putative
19 plaintiffs described herein, and to the extent the defendants
20 includes natural persons such persons are alleged to be "employers"
21 as well within the meaning of the Fair Labor Standards Act and other
22 applicable statutes that are alleged herein.

23 14. The defendants pay their sales force on commission-only or
24 partial commission compensation basis. The total amount of their
25 pay does not depend upon the number of hours they worked in a given
26 workweek, but upon the number of timeshare sales they make or
27 customers they persuade to take timeshare tours. They do not
28

1 receive any guaranteed pay per workweek and/or any guaranteed
2 minimum hourly wage and/or any overtime pay. Defendants'
3 salespersons regularly work in excess of forty (40) hours per week.

4 15. Defendants, which are in the business of selling real
5 estate, are not engaged in an industry having a "retail concept" as
6 that term is defined by the United States Department of Labor at
7 Subpart D of Part 779 of Title 29 of the Code of Federal
8 Regulations.

9 **CLASS AND COLLECTIVE ACTION ALLEGATIONS**

10 16. Pursuant to Section 16(b) of the FLSA, the individual
11 plaintiffs bring this Complaint as a collective action (also
12 commonly referred to as an "opt-in" class), on behalf of themselves
13 and all persons similarly situated within the class of salespersons
14 employed by the Defendants within three (3) years prior to September
15 11, 2008 until entry of judgment after trial.

16 17. In respect to the Nevada statutory claims set forth in the
17 Second and Third Claims for relief, and the breach of contract
18 claims set forth in the Fourth Claim for relief, the individual
19 plaintiffs bring this action as a class action pursuant to N.R.C.P
20 Rule 23 on behalf of themselves and a subclass (the "Nevada
21 Subclass") of all similarly situated salespersons employed by the
22 Defendants in the State of Nevada and/or a class of all similarly
23 situated salespersons employed by the Defendants in the United
24 States who sustained damages from defendants' breach of its
25 contracts with its salespersons within three (3) years or six (6)
26 years or such other applicable statute of limitations of the filing
27 of this Complaint until entry of judgment after trial.

28

1 18. Plaintiffs are informed and believe, and based thereon
2 allege that there are at least 1000 putative class members
3 nationwide and over 500 Nevada Subclass members. The actual number
4 of class and subclass members is readily ascertainable by a review
5 of the Defendants' records through appropriate discovery.

6 19. The number of class members is so numerous that joinder is
7 impracticable and would involve hundreds or thousands of actions.
8 Disposition of these claims in a class and/or collective action
9 rather than in individual actions will benefit the parties and the
10 Court.

11 20. There is a well-defined community of interest in the
12 questions of law and fact affecting the class and the Nevada
13 Subclass as a whole.

14 21. Proof of a common or single set of facts will establish
15 the right of each member of all subclasses to recover. These common
16 questions of law and fact predominate over questions that affect
17 only individual class members. The individual plaintiffs' claims
18 are typical of those of the class and the Nevada Subclass.

19 22. A class or collective action is superior to other
20 available methods for the fair and efficient adjudication of the
21 controversy. Due to the typicality of the class members' claims,
22 the interests of judicial economy will be best served by
23 adjudication of this lawsuit as a class action. This type of case
24 is uniquely well-suited for class or collective treatment since (1)
25 the employer's practices were uniform; (2) the burden is on the
26 employer to prove any exemption, and (3) the burden is on the
27 employer to disprove the hours of overtime claimed by the employees.

1 23. The individual plaintiffs will fairly and adequately
2 represent the interests of the class and the Nevada Subclass, and
3 have no interests that conflict with or are antagonistic to the
4 interests of the class or the Nevada Subclass.

5 24. The individual plaintiffs and their counsel are aware of
6 their fiduciary responsibilities to the class members and are
7 determined to diligently discharge those duties by vigorously
8 seeking the maximum possible recovery for the class.

9 25. There is no plain, speedy, or adequate remedy other than
10 by maintenance of this class action. The prosecution of individual
11 remedies by members of the class will tend to establish inconsistent
12 standards of conduct for the defendant and result in the impairment
13 of class members' rights and the disposition of their interests
14 through actions to which they were not parties.

15 **FIRST CLAIM FOR RELIEF UNDER THE FAIR LABOR STANDARDS ACT**

16 26. The individual plaintiffs repeat the allegations set forth
17 in paragraphs 1 through 25 as if each were separately and completely
18 set forth herein.

19 27. The defendants are in the business of developing and
20 marketing time-share condominiums and resorts. The Defendants
21 includes real estate companies required to be licensed by the Real
22 Estate licensing authorities in the states in which it does
23 business and many, most, or all of the inside sales persons within
24 the overtime class described above are required to be licensed by
25 the states in which they conduct business.

26 28. The Fair Labor Standards Act, 29 U.S.C. § 207(a)(1)
27 provides, in pertinent part:

28

1 Except as otherwise provided in this section, no
2 employer shall employ any of his employees, who in
3 any workweek is employed in an enterprise engaged in
4 commerce or in the production of goods for commerce,
5 for a workweek longer than forty hours unless such
employee receives compensation for his employment in
excess of the hours above specified at a rate not
less than one and one-half times the regular rate at
which he is employed.

6 29. There is an exemption from overtime compensation for
7 inside salespersons employed by a retail establishment who are paid
8 on a commission basis. Specifically, the relevant portion of the
9 FLSA provides:

10 No employer shall be deemed to have violated subsection
11 (a) of this section by employing any employee **of a retail**
or service establishment for a workweek in excess of the
12 applicable workweek specified therein, if: (1) the
13 regular rate of pay of such employee is in excess of one
and one-half times the minimum hourly rate applicable to
14 him under section 206 of this title; and (2) more than
half his compensation for a representative period (not
less than one month) represents commissions on goods or
services. [Emphasis added.]

15 30. The United States Code, 29 U.S.C. § 213(a)(2), defines
16 the term "retail or service establishment" as an establishment 75
17 per cent of whose annual dollar volume of sales of goods or
18 services (or of both) is not for resale and is recognized as retail
19 sales or services in the particular industry.

20 31. The United States Department of Labor has defined the
21 term "retail or service establishment" and recognized as retail
22 sales or services in the particular industry at Subpart D of Part
23 779 of Title 29 of the Code of Federal Regulations.

24 32. The business "of developing and marketing time-share
25 condominiums and resorts" is not a retail business as that term is
26 defined by the United States Department of Labor at Subpart D of
27 Part 779 of Title 29 of the Code of Federal Regulations.

1 33. Specifically, at 29 CFR 779.317, the United States
2 Secretary of Labor has concluded that "real estate companies" do
3 not have a "retail concept" and the sales people they employ are
4 not exempt from overtime pursuant to 29 U.S.C. § 207(i).

5 34. By their conduct, as set forth herein, defendants violated
6 29 U.S.C. §207(a) by failing to pay the FLSA Class time and one-half
7 their regular hourly rates for hours worked in excess of forty (40)
8 hours during a workweek and at certain times violated 29 U.S.C. §
9 206 by failing to pay a minimum wage to employees during certain
10 weeks of employment.

11 35. As a result of the unlawful acts of defendants, the
12 individual plaintiffs and the Plaintiff class members have been
13 deprived of overtime pay and/or minimum wages in amounts to be
14 proven at trial.

15 36. At all relevant times, the Defendants were aware of the
16 duties performed by the individual plaintiffs and the FLSA Class and
17 were also fully aware that the duties of the individual plaintiffs
18 and the FLSA Class Members were inconsistent with exempt status, and
19 that such persons were and are not exempt from the overtime
20 provisions of the FLSA.

21 37. Defendants' violations of 29 U.S.C. §207(a) and 29 U.S.C.
22 § 206 were repeated, willful and intentional.

23 38. The individual plaintiffs, on behalf of themselves and all
24 of the FLSA class members who choose to join this action by filing
25 written consents to joinder with the Court, demand judgment against
26 defendants for the unpaid balance of overtime compensation and/or
27 minimum wages, plus an equal amount as liquidated damages, along
28

1 with reasonable attorneys' fees and costs of suit, and such other
2 relief as the court deems proper and just.

3 **SECOND CLAIM FOR RELIEF UNDER NEVADA'S LABOR LAWS**

4 39. The individual plaintiffs repeat the allegations set forth
5 in paragraphs 1 through 38 as if each were separately and completely
6 set forth herein.

7 40. The individual plaintiffs bring this Second Claim for
8 Relief against the defendants under NRS § 608.250, for non-payment
9 of minimum wages, NRS § 608.018, for non-payment of overtime wages
10 and NRS § 608.019, for payment of unpaid rest periods, on behalf of
11 themselves and the Nevada Subclass members.

12 41. Pursuant to NRS § 608.250, the plaintiffs were entitled
13 to an hourly minimum wage and pursuant to NRS § 608.018 they were
14 also entitled to the payment of wages at time and one-half their
15 normal hourly rate when they worked in excess of 8 hours a day or 40
16 hours a week, and the plaintiffs were not paid such required wages.

17 42. Pursuant to NRS § 608.019 the plaintiffs were entitled to
18 paid rest time equal to 10 minutes for every 4 hours of work or
19 major fraction thereof each day and the defendants failed to provide
20 the paid rest time required by such statute.

21 43. The individual plaintiffs on behalf of themselves and
22 the Nevada Subclass members, seek, on this Second Claim for Relief,
23 a judgment against defendants for unpaid wages and compensation
24 and/or minimum wages and/or overtime wages and unpaid rest time,
25 such sums to be determined based upon an accounting of the hours
26 worked by, and wages actually paid to, the plaintiffs, and also seek
27 an award of attorney's fees, interest and costs, as provided for by
28

1 Nevada Law.

2 **THIRD CLAIM FOR RELIEF UNDER N.R.S. § 608.040**

3 44. The individual plaintiffs repeat the allegations set forth
4 in paragraphs 1 through 43 as if each were separately and completely
5 set forth herein.

6 45. The individual plaintiffs bring this Third Claim for
7 Relief pursuant to Nevada Revised Statutes § 608.040.

8 46. The individual plaintiffs, and numerous members of the
9 Nevada Subclass, prior to the initiation of this litigation, were
10 discharged or resigned from their employment with the defendants and
11 at the time of such discharge or resignation were owed unpaid wages
12 by the defendants.

13 47. The defendants have failed and refused to pay such
14 individual plaintiffs and numerous members of the Nevada Subclass
15 their earned but unpaid wages, such conduct by the defendants
16 constituting a violation of N.R.S. § 608.020, or § 608.030 and
17 giving rise to a claim under N.R.S. § 608.040.

18 48. As a result of the foregoing the individual plaintiffs
19 seek on behalf of themselves and numerous similarly situated members
20 of the Nevada Subclass, a judgment against the defendants for the
21 penalty prescribed by Nevada Revised Statutes § 608.040, to wit, for
22 a sum equal to up to thirty days wages, along with interest, costs
23 and attorney's fees.

24 **FOURTH CLAIM FOR RELIEF FOR BREACH OF CONTRACT**

25 49. The individual plaintiffs repeat the allegations set forth
26 in paragraphs 1 through 48 as if each were separately and completely
27 set forth herein.

28

1 50. That pursuant to a written contract or series of written
2 contracts the defendants promised to pay the individual plaintiffs
3 and the members of the plaintiff class certain commissions in
4 exchange for their work as salespersons for the defendant.

5 51. The defendants breached the aforesaid contracts in that
6 pursuant to such contracts, the individual plaintiffs and the
7 members of the plaintiff class should have received certain
8 commissions which the defendants failed to pay the individual
9 plaintiffs and the members of the plaintiff class.

10 52. Upon information and belief, the aforesaid contracts were
11 uniform within the United States and all subject to the same
12 governing law, or if they were not, then the contracts used by the
13 Nevada Subclass and persons similarly situated to the individual
14 plaintiffs were uniform.

15 53. On this Fourth Cause of action for breach of contract the
16 individual plaintiffs seek class certification, either on behalf of
17 all commissioned timeshare salespersons of the defendants nationwide
18 or only on behalf of the Nevada subclass.

19 54. As a result of the foregoing the individual plaintiffs
20 seek on behalf of themselves and numerous similarly situated members
21 of the Nevada Subclass or a class of all of defendants' commissioned
22 timeshare salespersons in the United States, a judgment against the
23 defendants for the sums of money owed to such persons as a result of
24 the defendants' breach of its written contracts to pay such persons
25 commissions, along with interest, costs and attorney's fees.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, the individual plaintiffs and the plaintiff class

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1 members demand judgment against defendants as hereinafter set forth,
2 including, *inter alia*:

3 (a) Declare this action to be maintainable as a collective
4 action pursuant to 29 U.S.C. §216(b), and direct
5 defendants to provide a list of all persons employed by it
6 as timeshare salespersons during the past three (3) years,
7 including the last known address and telephone number of
8 each person, so that the individual plaintiffs can give
9 such persons notice of this action and an opportunity to
10 make an informed decision about whether to participate or
11 not;

12

13 (b) Determine the damages sustained by the individual
14 plaintiffs and the plaintiff class members as a result of
15 defendants' violations of 29 U.S.C. § 206 and § 207, and
16 award those damages against defendants and in favor of the
17 individual plaintiffs and all members of the FLSA Class,
18 plus an additional equal amount as liquidated damages
19 under 29 U.S.C. §216(b), and such pre-judgment interest as
20 may be allowed by law;

21

22 (c) Certify the individual plaintiffs' claims under Nevada's
23 statutes and for breach of contract pursuant to N.R.C.P. §
24 23 as a class action and award an appropriate judgment
25 against the defendants for damages to the individual
26 plaintiffs and the Nevada Subclass members and/or the
27 nationwide class of the Defendants's commissioned
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1 timeshare salespersons who sustained damages from the
2 defendants' breach of their contracts;

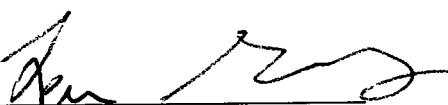
3
4 (d) Award Plaintiffs their costs and disbursements of this
5 suit, including without limitation, reasonable attorneys',
6 accountants' and experts' fees;

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8 (e) Grant Plaintiffs and the Plaintiff class members such
9 other and further relief as the Court may deem just and
10 proper.

11 Plaintiffs further demand a trial by jury on all issues so
12 triable.

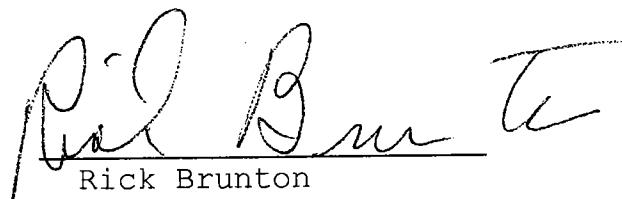
13 Dated: April 10, 2009
14 Clark County, Nevada

15 Submitted by the attorneys for the
16 Plaintiffs,
17 Leon Greenberg Professional Corporation

18 By: 
19 Leon Greenberg, Esq.
20 Nevada Bar No.: 8094
21 633 South 4th Street - Suite 4
22 Las Vegas, Nevada 89101
23 (702) 383-6085
24 Attorney for Plaintiffs

CONSENT TO JOINDER

Rick Brunton by signing below,
hereby consents to join this case as a plaintiff pursuant to 29
U.S.C. 216(b).

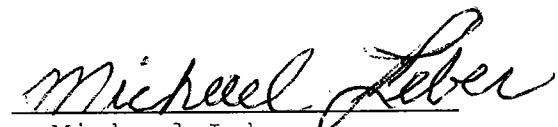


A handwritten signature in black ink, appearing to read "Rick Brunton". The signature is fluid and cursive, with "Rick" on the left and "Brunton" on the right, separated by a small gap.

Rick Brunton

CONSENT TO JOINDER

Michael Leber by signing
below, hereby consents to join this case as a plaintiff pursuant
to 29 U.S.C. 216(b).


Michael Leber
Michael Leber

1 **SUMM**

2 Leon Greenberg, NSB 8094
3 A Professional Corporation
4 633 S. 4th St. Suite 4
5 Las Vegas, NV 89101
6 (702) 383-6085
7 Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

8 MICHAEL LEBER and RICK BRUNTON,)
9)
10 Plaintiff(s),) CASE NO. A 587841
11 -vs-) DEPT. NO. V 11
12 STARPOINT RESORT GROUP, INC., et al.)
13 (see attached rider))
14 Defendant(s).)

15 **SUMMONS - CIVIL**

16 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
17 WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.
18 READ THE INFORMATION BELOW.**

19 **TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff(s) against
20 you for the relief set forth in the Complaint.

21 1. If you intend to defend this lawsuit, within 20 days after this Summons is served
22 on you, exclusive of the day of service, you must do the following:

23 a. File with the Clerk of this Court, whose address is shown below, a
24 formal written response to the Complaint in accordance with the rules
25 of the Court, with the appropriate filing fee.
26 b. Serve a copy of your response upon the attorney whose name and
27 address is shown below.

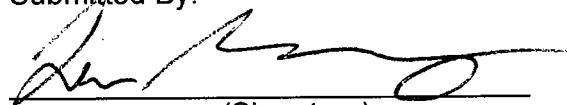
28 ...

1 2. Unless you respond, your default will be entered upon application of the
2 Plaintiff(s) and this Court may enter a judgment against you for the relief demanded in
3 the Complaint, which could result in the taking of money or property or other relief
4 requested in the Complaint.

5 3. If you intend to seek the advice of an attorney in this matter, you should do so
6 promptly so that your response may be filed on time.

7 4. The State of Nevada, its political subdivisions, agencies, officers, employees,
8 board members, commission members and legislators, each have 45 days after service
9 of this Summons within which to file an Answer or other responsive pleading to the
10 Complaint.

11 Submitted By:



~~SHIRLEY B. PARRAGUIRRE, CLERK OF COURT~~

12
13 _____
14 Name: Leon Greenberg, Esq.
15 Address: 633 South 4th Street - Suite 4
16 City/State/Zip: Las Vegas, Nevada 89101
17 Telephone: (702) 383-6085
18 Attorney for: Plaintiff

By: LOVIE HAWKINS 
Deputy Clerk APR 15 2009
Clark County Courthouse
200 South Third Street
Las Vegas, NV 89155

19
20 **NOTE: When service is by publication, add a brief statement of the object of the**
21 **action. See Nevada Rules of Civil Procedure 4(b).**
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1 Rider to Summons
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4 GEOHOLIDAY DEVELOPMENT, LLC and "John Does", name fictitious,
5 actual name and number unknown
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1 STATE OF NEVADA }
2 COUNTY OF CLARK } ss:

AFFIDAVIT OF SERVICE

3 _____, being duly sworn, says: That at all times herein
4 affiant was and is a citizen of the United States, over 18 years of age, not a party to nor
5 interested in the proceeding in which this affidavit is made. That affiant received _____
6 copy(ies) of the Summons and Complaint, _____
7 _____

8 on the _____ day of _____, 20____ and served the same on the
9 _____ day of _____, 20____ by:

10 (Affiant must complete the appropriate paragraph)

11 1. Delivering and leaving a copy with the Defendant _____
12 at (state address) _____
13 _____
14 _____

15 2. Serving the Defendant _____ by personally
16 delivering and leaving a copy with _____, a
17 person of suitable age and discretion residing at the Defendant's usual place of
18 abode located at: (state address) _____
19 _____

20 (Use paragraph 3 for service upon agent, completing A or B)

21 3. Serving the Defendant _____ by personally
22 delivering and leaving a copy at (state address) _____
23 _____
24 _____

25 (a) With _____ as _____,
26 an agent lawfully designated by statute to accept service of process;
27

1 (b) With _____, pursuant to NRS 14.020 as a
2 person of suitable age and discretion at the above address, which address
3 is the address of the resident agent as shown on the current certificate of
4 designation filed with the Secretary of State.

5 4. Personally depositing a copy in a mail box of the United States Post Office,
6 enclosed in a sealed envelope, postage prepaid (Check appropriate method):

Ordinary mail

Certified mail, return receipt requested

Registered mail, return receipt requested

10 addressed to the Defendant _____ at _____

11 Defendant's last known address which is (state address) _____
12 _____

COMPLETE ONE OF THE FOLLOWING:

15 (a) If executed in this state, "I declare under penalty of perjury that the foregoing is
16 true and correct."

Signature of person making service

19 (b) If executed outside of this state: "I declare under penalty of perjury under the law
20 of the State of Nevada that the foregoing is true and correct."

Signature of person making service